7/03/09 3:04:28 DK T BK 3,052 PG 747 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

PREPARED BY: Maria Alvarez OCWEN LOAN SERVICING, LLC 1661 Worthington Road Suite 100 West Palm Beach, Florida 33409 561-681-8745 823909241661 Investor # 2540

## MISSISSIPPI AUTHORIZATION TO CANCEL

## TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust dated FEBRUARY 22, 2006 and executed by IAN PETROVSKIS AND DAYNA TADLAS (Trustor) to \_\_\_\_\_\_\_ (Trustee) and recorded on MARCH 13, 2006 in Book 2,427 at Page 637 in the Official Records of the Chancery Clerk's Office of DESOTO County, State of Mississippi.

Property described as follows: 7230 CONRAIL CIRCLE, HORN LAKE, MISSISSIPPI AP#: 1.08.8.28.27.0.00024

## **LEGAL DESCRIPTION:**

LOT 24, SECTION B, FINAL PLAT DIVISION OF LOT 9, BAILEY STATION PUD, BAILEY STATION TOWNHOMES LOCATED IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, PER PLAT THEREOF RECORDED IN PLAT BOOK 77, PAGE 34 & 35, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

Dated: MAY 22, 2009.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR RESIDENTIAL LOAN

**CENTERS** 

OF AMERICA

By: \_\_Name: :

Scott W. Anderson

Title: Vice President

Address: 1661 Worthington Road Suite 100 West Palm Beach, Florida 33409

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on MAY 22, 2009, by Scott W. Anderson Vice President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR RESIDENTIAL LOAN CENTERS OF AMERICA, a corporation. Scott W. Anderson executed the foregoing document on behalf of the corporation. Scott W. Anderson is personally known to

**Notary Public** 

NOTARY PUBLIC-STATE OF FLORIDA
Leticia N. Arias
Commission #DD737904
Expires: NOV. 29, 2011
SONDED THRU ATLANTIC BONDING CO. INC.

When Recorded Mail To: Financial Dimensions, Inc. 1400 Lebanon Church Road Pittsburgh, PA 15236

626655

سهن

Prepared by: MARY MURILLO 2350 E DEVON AVE, STE 300 DES PLAINES, IL 60018 AN HA

DK T BK 3,052 PG 748

DEED OF TRUST

449923 MIN 100166500004499237

day of FEBRUARY 2006

THIS DEED OF TRUST is made this among the Grantor, IAN PETROVSKIS AND DAYNA TADLAS

(herein "Borrower"),

(herein "Trustee"), and the Beneficiary, Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. RESIDENTIAL LOAN CENTERS OF AMERICA

existing under the laws of ILLINOIS
2350 E DEVON AVE, STE 300, DES PLAINES, IL 60018

, ("Lender") is organized and , and has an address of

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

SEE ATTACHED LEGAL DESCRIPTION RIDER

ITEM #: 1.08.8.28.27.0.00024

which has the address of HORN LAKE

7230 CONRAIL CIRCLE

[City], Mississippi

38637

[Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property". Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender or Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated

FEBRUARY 22ND, 2006 and extensions and renewals thereof (herein "Note"), in the principal sum of FERRIARY 22ND, 2006 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 14,175.00 , with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 1ST, 2021 ; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

MISSISSIPPI - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

-76 N (M S) (0208)

Form 3825 Amended 2/99

VMP MORTGAGE FORMS - (800)521-7291

3. Moberals Skell

13